

AG Contract No. KR96 0268TRN
ADOT ECS File No. JPA 96-12
Project: AZM-600-0-505 H0797 08C
Section: SR-101L, 75th - 31st Avenues
Noise Mitigation Walls

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AGREEMENT is entered into 15 May, 1996,
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through
its MAYOR and CITY COUNCIL (the "City").

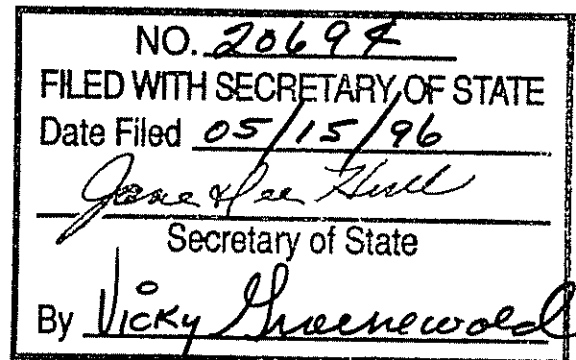
I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-108 and 28-112 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to the State's construction of SR-101L (Agua Fria Freeway), due to the nearby residential development of Arrowhead Ranch the City has requested several noise mitigation walls be included in the work, as are shown on exhibit A, which is attached hereto and made a part hereof, at a total estimated cost of \$460,325.00, all at City expense, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:



II. SCOPE

1. The State will:

a. By change order to an existing engineering design contract, provide to State standards design plans, specifications and such other documents and services required for construction of the Project. Incorporate City review comments.

b. By change order to the existing SR-101L mainline construction contract, accomplish construction of the Project. Administer same and make all payments to the contractor(s). Obtain the concurrence of the City on any Project related contract modifications, and be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the State on the State's project.

c. Commencing no sooner than 30 June 1996, and no more often than monthly, invoice the City for the reasonable direct actual cost of the Project, in a total amount estimated at \$460,325.00.

d. Upon completion, approve and accept the Project on behalf of the parties hereto. Cooperate with the City on any future warranted similar projects.

e. Upon completion and acceptance, provide structural maintenance to the Project,

2. The City will:

a. Review the design documents and provide comments within ten (10) days after receipt.

b. Retain the right to cancel the Project in the event of excessive cost. Cooperate with the State to promptly approve or deny any Project related contract modifications. Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City on the Project.

c. Be responsible for all costs associated with the Project. Reimburse the State within thirty (30) days after receipt of invoices, in a total amount estimated at \$460,325.00.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and reimbursements; provided, however, that this agreement may be cancelled at any time prior to the award of a Project design or construction contract modification award, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007


City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, AZ 85301

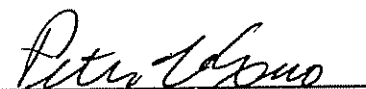
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By 
ELAINE M. SCRUGGS
Mayor

By 
PETER L. ENO
Contract Administrator

ATTEST

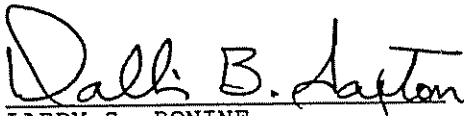
By 
PAMELA OLIVEIRA
City Clerk

96-12.doc
20mar

RESOLUTION

BE IT RESOLVED on this 8th day of February 1996, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Glendale for the purpose of defining responsibilities for design, construction and maintenance of noise mitigation walls along SR-101L in the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 3040 NEW SERIES

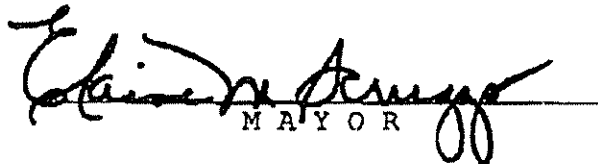
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR THE PURPOSE OF DEFINING RESPONSIBILITIES FOR DESIGN, CONSTRUCTION AND MAINTENANCE OF NOISE MITIGATION WALLS ALONG THE OUTER LOOP HIGHWAY (SR-101L).

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an intergovernmental agreement (AG Contract No. KR96 0268TRN, ADOT ECS File No. JPA 96-12, Project No. AZM-600-0-505 H0797 08C) with the Arizona Department of Transportation (ADOT) be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk are hereby authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of April, 1996.


MAYOR

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM:


City Attorney


REVIEWED BY:


City Manager

APPROVAL OF THE GLENDALE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF GLENDALE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 25th day of April, 1996.



Peter Van Haren
City Attorney

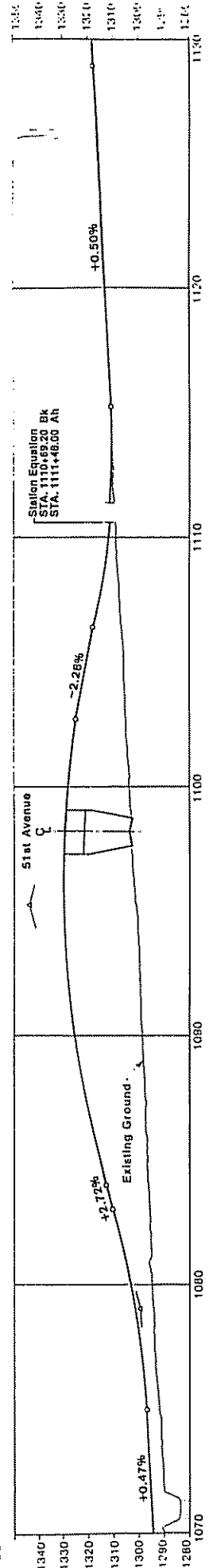
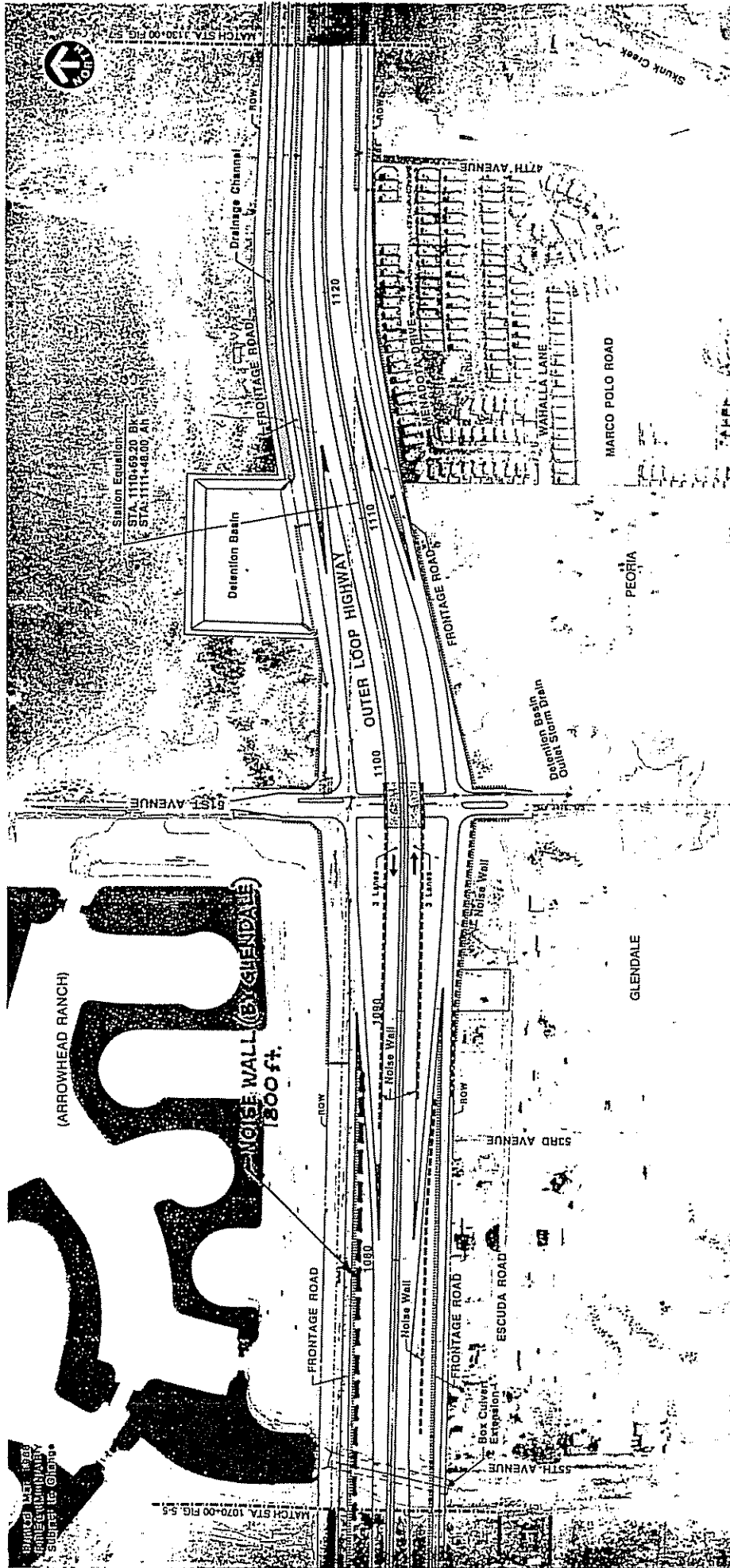
City of Glendale Noise Walls at 51st Avenue
Cost Estimate
February 7, 1996

Construction

| <u>Length (LF)</u> | <u>Height (Ft)</u> | <u>\$/SF Unit Cost</u> | <u>Cost</u> |
|--------------------|--------------------|------------------------|-------------------|
| 375 | 12 | 18.50 | \$ 83,250.00 |
| 1425 | 14 | 18.50 | <u>369,075.00</u> |
| | | | \$452,325.00 |

Design

2 plan sheets @ 40 manhours x \$100/M.H. = \$8,000.00



Outer Loop Highway

prepared by Del-euw, Cather & Company, Management Consultant for the
ARIZONA DEPARTMENT OF TRANSPORTATION



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: 542-1680

Direct: 542-8837

Fax: 542-3646

MAIN PHONE: 542-5025

TELECOPIER : 542-4085

GRANT WOODS
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT DETERMINATION

A.G. Contract No. KR96-0268-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 10th day of May, 1996.

GRANT WOODS
Attorney General

A handwritten signature in dark ink, appearing to read "James R. Redpath", is written over a horizontal line.

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
c:\jrr\5-iga-jh.wpd